



KENYA FORESTRY RESEARCH INSTITUTE

HUMAN RESOURCE MANUAL

MAY 2011

© **KEFRI 2012**

This publication may be produced in whole or in part in any form for educational purposes or non-profit uses without permission of the copyright holder provided acknowledgement is made.

Published by:

Kenya Forestry Research Institute

P.O. Box 20412-00200, Nairobi, Kenya

Tel: +254-7247259781/2, +254-722-157414, +254-20-2010651/2

Email: director@kefri.org

Website: www.kefri.org

Printed by: Print Maxim

FOREWORD

Kenya Forestry Research Institute (KEFRI) is a public research institution established in 1986 under the Science and Technology Act Cap 250 of the Laws of Kenya. KEFRI recognizes the importance of human capital in fulfilling its vision of becoming a centre of excellence in forest science through technology development, deployment and dissemination of scientific information. Since inception, the Institute has largely relied on Civil Service Regulations to manage its human resource. These Regulations were developed several decades ago, and some are currently inapplicable.

The Institute has developed the Human Resource Manual to address shortcomings that have constrained effective management of its human resource. The Manual provides the Board of Management and the Directorate a basis for fair and equitable administration and management of the Institute's human resource. The Manual will also ensure that routine decisions and operational procedures at the Institute proceed with minimal hindrance. A key component of the Manual is the staff training and development guidelines that the Institute will use in ensuring that staff acquire appropriate training and additional qualifications required for both efficient performance of their duties and advancement in their careers.

The Manual will inform employees on how to deal with a variety of issues in the day-to-day operations at the work place. The Manual is applicable to all employees of KEFRI and we urge all members of staff to familiarize themselves with the contents of the Manual to ensure a productive and harmonious working environment.

This Human Resource Manual will be administered by the KEFRI Board of Management. The Manual will be updated from time to time to reflect the socio-economic and political changes in the country. Clarification of any term or condition contained in this Manual should be sought from the KEFRI Board of Management.

Ben E.N. Chikamai (PhD)
Director
Kenya Forestry Research Institute

DEFINITION OF TERMS

In this manual unless the context otherwise requires:

- i. “Act” - means the Science and Technology Act Cap.250 (Revised 1986) of the Laws of Kenya.
- ii. “Alimentary allowance” - means allowances paid to officers on suspension upon request in cases of proven dire hardship.
- iii. “Beneficiary”- means a declared nominee who shall inherit the estate of the deceased.
- iv. “Board of Management” - means the Board of Management constituted in accordance with section 15 of the State Corporation Act Cap 446 (Revised 1987), and the Science and Technology Act. Cap 250 (Revised 1986).
- v. “Dependent Child” - means a child, who is under the age of 22 years, and dependent upon the employee or up to the age of 24 years if still in school.
- vi. “Director” - means Chief Executive Officer of the Kenya Forestry Research Institute appointed by the responsible Minister, on the recommendation of the Board of Management, under subsection (i) of section 19 of the Act.
- vii. “Employee” - means an officer in the service of the Institute other than casual employee as defined in the Employment Act (Cap. 225).
- viii. “Employer” - means the Kenya Forestry Research Institute.
- ix. “Institute” - means the Kenya Forestry Research Institute.
- x. “KEFRI” - means Kenya Forestry Research institute.
- xi. “Leave year” - means a calendar year.
- xii. “Next of kin”- means the person specified by the employee for contact in case of emergency.
- xiii. “Promotion” - means an upward change in grade.
- xiv. “Responsible Minister” - means the Minister for the time being responsible for the management of Kenya Forestry Research Institute.
- xv. “Spouse” - means husband/wife for the purpose of all privileges and entitlement for which an employee qualifies under these Regulations. Only one spouse is recognized, notwithstanding the fact that an employee may be permitted by law or custom to have more than one spouse. In case of more than one, an employee shall nominate the first spouse on entering service the one to be considered for the purpose of these regulations.
- xvi. Words denoting masculine gender shall also mean feminine gender.

LIST OF ABBREVIATIONS

KEFRI	-	Kenya Forestry Research Institute
GoK	-	Government of Kenya
HR	-	Human Resource

TABLE OF CONTENTS

Foreword	ii
Definition of Terms	iii
List of Abbreviations	iv
Table of Contents	v
Section I	1
1.0 Introduction	1
Section 2	3
2.0 Authority, Powers and Responsibilities	3
2.1 Authority of the Board of Management	3
2.2 Powers of the Director	3
2.3 Responsibility of the Employer	3
2.4 Responsibility of an Employee	4
Section 3	5
3.0 Recruitment and Appointment	5
3.1 Principles of Recruitment and Selection	5
3.2 Types of Appointment	5
3.3 Administration and Coordination of Recruitment	6
3.4 Internal Recruitment Policy	7
3.5 Employment of Non-Kenyans	7
3.6 Authority for Appointment	7
3.7 Existence of Vacancy	7
3.8 Job Descriptions for Existing and New Positions	7
3.9 Drafting of Advertisements	7
3.10 Advertising	8
3.11 Screening of Applicants and Short-Listing of Candidates	8
3.12 Letters of Invitation for Interview	8
3.13 Interviewing of Candidates	8
3.14 Successful Candidates	8
3.15 Unsuccessful Candidates	9
3.16 Medical Examination	9
3.17 Date of Appointment	9
3.18 Probation and Confirmation	9
3.19 Next of Kin	10
3.20 Employment Card	10

Section 4	11
4.0 Induction	11
4.1 Introduction	11
4.2 Induction Responsibility	11
4.3 Induction Process	12
Section 5	13
5.0 Promotion and Re-Designation	13
5.1 Promotion	13
5.2 Procedure for Promotion	13
5.3 Employee on Acting Capacity	13
5.4 Re-Designation	13
Section 6	14
6.0 Salary, Increments and Deductions	14
6.1 Payment of Salary	14
6.2 Salary on Promotion	14
6.3 Annual Salary Increment	15
6.4 Salary Increment on Unpaid Leave	15
6.5 Incremental Credit on First Appointment	15
6.6 Incremental Credit on Graduation	16
6.7 Incremental Credit for Exemplary Service	16
6.8 Deductions from Salaries	16
6.9 Minimum Net Salary after Deduction	16
Section 7	17
7.0 Rules of Conduct	17
7.1 Hours of Work	17
7.2 Employees Obligations	17
7.3 Conflict of Interest	17
7.4 Offences Warranting Disciplinary Action	17
7.5 Disciplinary Measures	18
7.6 Interdiction and Suspension	18
7.7 Disciplinary Procedures	19
7.8 Benefits on Dismissal	20
7.9 Legal Proceedings	20
Section 8	21
8.0 Allowances	21
8.1 General Provisions	21

8.2 Remunerative Allowances	21
8.3 Reimbursable Allowances	23
Section 9	27
9.0 Staff Training and Development	27
9.1 Training and Career Development Policy	27
9.2 Training Needs Assessment	27
9.3 Annual Training Programme	27
9.4 Categories of Training Courses	27
9.5 General Conditions and Guidelines	28
9.6 Training Courses	28
9.7 Self-Sponsored Training	28
9.8 Part Time Courses	28
9.9 Examinations Period	29
9.10 Bonding of Employee	29
Section 10	30
10.0 Employee Performance Management and Performance Appraisal	30
10.1 Purpose	30
10.2 Principles of Performance Appraisal	30
10.3 Performance Targets	30
10.4 Conducting of Performance Appraisal	30
10.5 Monitoring and Evaluation	31
10.6 Feedback on Appraisal	31
Section 11	33
11.0 Housing	33
11.1 Allocation of Institutional Quarters	33
11.2 Maintenance of Institutional Quarters	33
11.3 Inspection of Institutional Quarters	33
11.4 Vacation of Institutional Quarters on Resignation	33
11.5 Vacation of Institutional Quarters on Transfer, Retirement and Bereavement	34
Section 12	35
12.0 Leave	35
12.1 Introduction	35
12.2 Accumulation of Leave	35
12.3 Computation of Leave Days for Cash	35

12.4 Public Holidays	36
12.5 Annual Leave	36
12.6 Sick Leave	36
12.7 Maternity Leave	37
12.8 Paternity Leave	37
12.9 Unpaid Leave	38
12.10 Terminal Leave	38
12.11 Leave for Contract Employment	38
12.12 Sabbatical Leave	38
12.13 Study Leave	39
12.14 Compassionate Leave	39
Section 13	40
13.0 Transport	40
13.1 Eligibility to Free Transport	40
13.2 Use of Own Motor Vehicle	40
13.3 Use of Pooled Transport	41
13.4 Traveling by Air	41
13.5 Reimbursement of Taxi Fares	41
13.6 Traveling for Medical Treatment	41
13.7 Transport on Bereavement	41
13.8 Transport of Heavy Baggage	41
Section 14	42
14.0 Health, Safety and Environment	42
14.1 Health, Safety and Environment Objectives	42
14.2 The Institute's Commitment	42
14.3 Responsibility for Safety, Health and Environment	43
14.4 First Aid	44
14.5 Accidents and Incidents	44
14.6 Emergency Preparedness and Response	44
14.7 Safety, Health and Environmental Policy Statements	45
Section 15	46
15.0 Advances	46
15.1 Salary	46
15.2 Advances for Purchase of Bicycle	47
15.3 Advances for the Purchase of Refrigerators	47

Section 16	48
16.0 Medical Privileges	48
16.1 Out-Patient Allowance	48
16.2 In-Patient Allowance	48
16.3 Medical Ex-Gratia	48
16.4 Medical Scheme	48
16.5 Group Personal Accident Insurance	48
16.6 Benevolent Fund	49
Section 17	50
17.0 Miscellaneous Provisions	50
17.1 Official Secrets Act	50
17.2 Overtime	50
17.3 Mail, Telephone and Stationery	50
17.4 Compensation for Loss or Damage to Personal Effects	50
17.5 Bereavement	50
17.6 Transfer	51
17.7 Retirement	51
17.8 Termination and Separation	51
17.9 Pension Scheme	51
17.10 Gratuity	51
17.11 Insurance	52
17.12 Student Attachment and Internship	52
Section 18	53
18.0 Review of the Manual	53
Section 19	54
19.0 References	54

SECTION I

1.0 Introduction

The Kenya Forestry Research Institute (KEFRI) is a public research institution established in 1986 under the Science and Technology Act Cap 250 of the Laws of Kenya.

Mandate

- To conduct research in forestry;
- To disseminate research findings;
- To co-operate with other research bodies within and outside Kenya carrying out similar research; and
- To establish partnership with other organizations and institutions of higher learning in training and on other matters of forestry development.

Vision

To be a centre of excellence in forest science through technology development, deployment and dissemination of scientific information.

Mission

To conduct research and provide information and technologies for sustainable development of forests and allied natural resources.

Strategic Objectives

- To generate knowledge and technologies for forest development, conservation, management and utilization;
- To strengthen research and management capacity;
- To improve seed production, distribution and marketing;
- To disseminate forest research findings;
- To improve corporate profile and public image of KEFRI; and
- To strengthen linkages and partnership with stakeholders.

Core Values

- Team work
- Integrity
- Partnership
- Clean and healthy environment

Purpose of the Human Resource Manual

KEFRI's desire is to embrace terms and conditions of service that are fair to employees and create conducive working environment. The purpose of this Human Resource Manual is to:

- Provide regulations and guidelines through which KEFRI will effectively and efficiently manage its human resource within and across staff cadres.
- Provide a common understanding, interpretation and administration of the terms and conditions of service for human resource management.
- Attract, motivate and retain skilled and experienced staff.
- Guide the Institute in fulfilling employees' responsibilities.

The Human Resource Manual covers the following areas: Authority, Powers and Responsibilities; Recruitment and Appointment; Induction; Promotion and Re-designation; Salary, Increments and Deductions; Rules of Conduct; Allowances; Staff Training and Development; Employee Performance Management and Performance Appraisal; Housing; Leave; Transport; Health, Safety and Environment; Advances; Medical Privileges; Miscellaneous Provisions; and Review of the Manual.

SECTION 2

2.0 Authority, Powers and Responsibilities

2.1 Authority of the Board of Management

- a). The Human Resource Manual provides the means of applying the powers vested in the Board of Management under section 16 of the Science and Technology Act CAP 250 of 1986, and section 15 (i) of State Cooperation Act CAP 446 of 1987. The regulations represent the broad principles of human resource management policy for effective and efficient delivery on the Institute's mandate.
- b). Under subsections (e), (g), (h) and (i) of section 16 of the Science and Technology Act, the Board of Management shall:
 - (i) Make regulations governing the appointment, conduct and discipline of employees of the Institute;
 - (ii) Administer the approved terms and conditions of service including appointment, dismissals, remuneration and retirement benefits of employees of the Institute; and
 - (iii) Manage the secondment of personnel into and out of the Institute.
- c). The Board may delegate, either generally or in any particular case, to a Committee of the Board or the Director any of its powers.
- d). The Board may in special circumstances waive any of the requirements.

2.2 Powers of the Director

- a). The interpretation of the Terms and Conditions of Service contained herein shall be vested with the Director, subject to appeal to the Board of Management.
- b). The Director shall enforce the Human Resources Manual in accordance with the Act.
- c). The Director may delegate any of his powers and functions to employees subordinate to him but shall remain ultimately responsible for the proper discharge of those functions.
- d). The Director shall assign duties to officers as may deem appropriate.

2.3 Responsibility of the Employer

The employer undertakes to provide work environment that will permit employees to achieve the highest level of performance through:

- a). Provision of equal employment opportunities regardless of gender, religion, ethnic background, disability and race.
- b). Provision of job functions and descriptions for employees at all levels.

- c). Provision of necessary duty-performance resources.
- d). Enhancement of staff welfare activities.
- e). Encouragement of self-development opportunities.
- f). Provision of opportunities for advancement.
- g). Provision of secure and well-equipped working space.
- h). Staff interaction and signing annual performance contracts.

2.4 Responsibility of an Employee

An employee must abide with the terms and conditions contained herein and accept:

- a). To provide any information required in connection to their appointment.
- b). To provide information in cases of police arrests and charges in criminal offences other than minor traffic offences.
- c). Not to issue any information to media except with prior authority of the Director.
- d). Not to accept instruction from any outside authority in conflict to KEFRI's interest.
- e). To sign annual performance contracts.

SECTION 3

3.0 Recruitment and Appointment

- a). KEFRI is an equal opportunity employer.
- b). Recruitment shall be to the job Grades KEFRI 1 to KEFRI 15 or such other category as shall be directed by the Board of Management.
- c). The Director shall recommend all recruitment proposals for approval by the KEFRI Board of Management.

3.1 Principles of Recruitment and Selection

- a). The Human Resource Division shall coordinate the recruitment process.
- b). All vacancies and Contracts above 3 months shall be filled competitively.
- c). Vacant positions will first be opened to employees who meet the required qualifications.
- d). Where the vacancy cannot be filled internally, candidates will be sought externally.
- e). Short-listing of suitable candidates will be done by a panel appointed by the Director which shall include the Human Resource Division and relevant Division/ Programme.
- f). The short-listed candidates will be interviewed and selected by the following interview panel:
 - (i) The KEFRI Board of Management for positions in Grades KEFRI 7 to KEFRI 15.
 - (ii) The KEFRI Executive Committee for positions in Grades KEFR I1 to KEFRI 6.
 - (iii) All KEFRI recruitment and selection shall be conducted in a transparent manner.

3.2 Types of Appointment

Appointment can take various forms as follows:

a). Permanent Appointment

Permanent appointment refers to the engagement of a person who, after satisfactory completion of the required probationary period of 6 months, has been confirmed in his appointment on permanent and pensionable terms.

b). Contract Appointment

- (i) A Contract Appointment refers to the engagement in employment of a person for a fixed duration. This type of engagement shall apply to skills which are not readily available within the Institute including funded projects.
- (ii) A contract will have its own agreed terms and conditions of employment.

c). Casual Employment

- (i) Casual appointments refer to the engagement of a person whose terms provide for the payment of wages at the end of each day and who is not engaged for a longer period than 24 hours at a time.
- (ii) Such engagements are terminable at the end of each day and earn no leave, gratuity medical or any other benefits.
- (iii) This type of engagement shall apply where semi-skilled and unskilled labour is required for specific tasks for which the permanent staff are unable to handle due to its volume or urgency.
- (iv) No casual employee shall be retained in the Institute for periods exceeding 30 days at a time.
- (v) Payment of wages shall be in accordance to prevailing government wage guidelines.

d). Employment of a Pensioners

- (i) Employment of a Pensioner shall be on Contract terms.
- (ii) Employment of a Pensioner shall apply if the pensioner is the only suitable Kenyan candidate available to fill the vacant position and if the services are essential and mandatory.

3.3 Administration and Coordination of Recruitment

The Human Resource Division will:

- a). Be responsible for coordination of all recruitment and selection exercises. This is irrespective of whether recruitment process is being carried out in-house or is contracted to outside consultants.
- b). Complete a recruitment progress form as an administrative checklist for each recruitment assignment.
- c). In all cases file job application forms and minutes of the interview panel meetings.

3.4 Internal Recruitment Policy

KEFRI policy encourages employees to apply for vacant positions. Applicants for internally advertised positions will be required to complete an internal job application form which will be retained by the Human Resource Division. All applicants must meet the requirements for the advertised vacancies.

3.5 Employment of Non-Kenyans

Employment of non-Kenyans shall be in accordance with Government policy.

3.6 Authority for Appointment

The Board of Management shall appoint officers from Grade KEFRI 7 to 15. However, the Board of Management may delegate authority to the Director to appoint officers in Grades KEFRI 7 to KEFRI 12 with approval of the Board of Management. The Director shall appoint officers in Grade KEFRI 6 and below.

3.7 Existence of Vacancy

A vacancy is considered to exist if it:

- a). Is in the staff establishment; or
- b). Has been created as a result of resignation, retirement, termination, death, promotion or re-grading.

3.8 Job Descriptions for Existing and New Positions

On approval to recruit, the Department/Section Head, together with the Head of Human Resource Division, will as appropriate develop, review or revise job descriptions and detailed job specifications for the position, which will be approved by the Director.

3.9 Drafting of Advertisements

Based on the job description and specifications, the HR division or recruitment consultant will draft an advertisement for approval by the department/section head and the Director. This will apply to all vacancies irrespective of whether the intention is to advertise internally or externally. The advertisement will require candidates to submit three names of referees with the application. One of the referees must be the candidate's current employer if working.

3.10 Advertising

The Head of Human Resource Division will advertise the vacant position internally or externally with the approval of the Director. Applicants will be advised in the advertisement to treat their application as unsuccessful if not invited for interview after a specified period.

3.11 Screening of Applicants and Short-listing of Candidates

Based on the job description, specifications, competence and letters of reference, the Human Resource Division together with the user department will screen the applications and short-list those who meet the minimum requirements for the position.

If no applicant meets the minimum requirements, the recommendations of the panel shall be communicated to the Director by the Human Resource Division. The recommendation may include revising the job requirements, re-advertising, or other alternative action.

3.12 Letters of Invitation for Interview

The Institute shall invite the short-listed candidates for interview. The invitation shall be in writing, two weeks prior to the date of the interview. The Human Resource Division shall confirm by telephone, email or short text messages (sms) that each candidate has received the invitation letter.

3.13 Interviewing of Candidates

The Director will convene the relevant interview panel and coordinate the interview schedule.

The interviewing panel may call for a confidential report on a candidate from current and/or previous employer which may be used to gauge suitability of a candidate from outside KEFRI.

3.14 Successful Candidates

- a). A letter of offer of appointment shall be given to a successful candidate in triplicate indicating the position to which the appointment is made, terms and conditions of service, salary scale and entry point.
- b). The offer of appointment shall be acknowledged by the successful candidate through signature and copies filed in his personal file before taking up the

appointment. Offer of appointment must be accepted within one month and the appointment taken up not later than three months.

- c). The letter of appointment shall constitute the contract of employment.

3.15 Unsuccessful Candidates

A letter shall be written to unsuccessful candidates to inform them of the outcome of the interview.

3.16 Medical Examination

All prospective employees including those to be appointed on contract terms, temporary terms and casual employees will be required to undergo a medical examination by a medical doctor at their own expense to determine suitability for the job before engagement.

3.17 Date of Appointment

The date of appointment for a successful candidate is when one reports to the duty station.

3.18 Probation and Confirmation

a). Length of Probation Period

- (i) All employees appointed on permanent and pensionable terms shall be required to serve a probationary period of 6 months.
- (ii) An employee serving on probation shall be deemed to be on trial and every effort should be made by the supervisor to have the officer settle down and do the job.

b). Confirmation in Appointment

If an officer has performed satisfactorily in the probationary period, the Director will confirm him in his appointment.

c). Extension or Termination for Probationary Period

- (i) If the employee's work is found unsatisfactory after assessment during probation, the 6-months probation period can be extended for up to 6 months.
- (ii) If after this extension the employee's performance is still rated as unsatisfactory and it is decided that the employee's appointment should be terminated, such

should not be made until he has been notified in writing of the intention and his right to make representation thereon.

- (iii) The letter of intention to terminate the appointment of the employee must specify a reasonable period within which to acknowledge receipt of the letter in writing upon delivery and make representations. The assessment report should be attached to the letter.
- (iv) If an officer's representations are still found unsatisfactory his services will be terminated on one month's notice.

3.19 Next of Kin

All employees shall be required to furnish particulars of their next of kin to the Human Resource Division and update the same if changes occur. Employees shall also be required to declare the names of their nuclear family members. Any changes shall be notified to the Human Resource Division for updating the records.

3.20 Employment Card

- a). On appointment, the Human Resource Division will issue an employee with an official employment card which should be worn while on the Institute's premises.
- b). In the event of loss of the card, the employee shall apply for a replacement on payment of a specified fee. Replacement of the card upon change of designation of the employee shall be issued at the cost of the Institute.

SECTION 4

4.0 INDUCTION

4.1 Introduction

Induction is a process that enables a new employee to acquaint himself with and adapt to a new position and organizational environment. Induction commences immediately upon the inductee reporting on duty and enables an inductee to be conversant with:

- a). Objectives and policies of the Institute;
- b). Structure of the Institute;
- c). Standards, norms and traditions of the Institute;
- d). Institute resources; and
- e). Position duties and responsibilities.

The Institute will conduct induction training within three months of a new officer joining the Institute. Induction training will also apply to a new Chief Executive Officer and members of the Board of Management. Furthermore KEFRI staff deployed to new work station will undergo induction.

4.2 Induction Responsibility

The induction process is participatory and a collective responsibility of the Institute and inductee. The respective responsibilities are outlined hereunder:

a). The Institute

In executing the induction process, the Institute is charged with the following responsibilities:

- (i) Developing content of induction programmes;
- (ii) Ensuring that newly appointed officers are inducted within three (3) months of reporting; and
- (iii) Putting in place a mechanism to gauge the effectiveness of the induction process.

b). The inductee

It is the responsibility of the inductee to actively participate in the orientation process. The inductee must:

- (i) Accept that the induction process is obligatory and a vital requirement of his job; and
- (ii) Translate learning into action and subsequently demonstrate the positive impact of the induction programme.

4.3 Induction Process

The sequence detailed below is to be followed when a new officer reports on duty.

a). Reporting

On the first day of reporting to duty, the new officer will report to the Head of Human Resource Division. The officer will be briefed on the KEFRI Human Resource Policies and Procedures and be given an introductory information pack which will include; Human Resource Manual, current Strategic Plan, KEFRI organogram and other relevant documents. The Human Resource Division will introduce the new officer to the main offices of the Institute. The new officer will thereafter be deployed to the relevant Division/Section. The Human Resource Division will conduct induction training within 3 months of the new officer's reporting to duty.

b). Reception of the officer in the Department/Division/ Centre

It is the responsibility of the Head of Department/Division/Centre to receive the new officer to the Department/Division/Centre and offer detailed information on the vision, mission, mandate and organizational structure of the Department/Division/Centre. The head will then introduce the new officer to other members of staff and acquaint him with facilities and services within the Department/Division/Centre. This procedure will also apply to KEFRI staff deployed to new work stations.

c). Office/workplace allocation

The new officer will be shown his office or workspace.

SECTION 5

5.0 Promotion and Re-Designation

5.1 Promotion

Promotion is an upward mobility from one grade to another. An employee is legible for promotion to the next grade after serving satisfactorily for a minimum period of three years.

Promotion in common establishment posts refers to two (2) grades, which are combined in a grading structure, normally at the lowest level of a given cadre for the purpose of facilitating advancement of officers without the need to increase the number of approved posts at those levels. However, an officer must fulfill all the requirements for advancement to the next grade as stipulated in the KEFRI Schemes of Service.

5.2 Procedure for Promotion

- a). Processing promotions for officers in Grade KEFRI 1 to KEFRI 6 will be recommended by KEFRI Junior Staff Advisory Committee and approved by Director.
- b). Processing promotions for officers in Grade KEFRI 7 to KEFRI 12 will be done by KEFRI Executive Committee and approved by the Board.
- c). Processing promotions for officers in Grade KEFRI 13 to KEFRI 15 will be done by KEFRI Board of Management.

5.3 Employee on Acting Capacity

- a). An employee who has served satisfactorily on acting capacity for six (6) months may be considered for confirmation to that position.
- b). An employee who is confirmed to a position which he has been serving in an acting capacity will have his promotion and remuneration backdated to the date he started acting.

5.4 Re-designation

Re-designation is horizontal movement from one cadre to another within the same grade. Re-designation will be subject to the availability of vacancies. An employee must meet the minimum requirements of the new cadre.

SECTION 6

6.0 Salary, Increments and Deductions

- a). The Institute shall pay its employees a fixed regular wage on a monthly basis as Salary.
- b). The Board of Management in consultation with the responsible Ministry shall determine salary scales and grading for the Institute.

6.1 Payment of Salary

- a). An employee shall be paid salary from the date he reports on duty.
- b). Payment shall be made in monthly installments.

6.2 Salary on Promotion

- a). If an employee is promoted from one Job Group to another and the salary on the effective date of promotion is less than the minimum of the salary scale attached to his new Job Group, an officer shall receive the minimum of the salary scale attached to this new Job Group on the effective date of his promotion.
- b). If the salary of an employee on the day preceding the effective date of his promotion is one point immediately below the minimum of the salary scale attached to his new Job Group, and if that employee was earning an annual increment, the employee shall receive the minimum of the salary scale attached to new job group on the effective date of promotion and retain the incremental date immediately prior to his promotion;
- c). If the salary of an employee on the day preceding the effective date of promotion corresponds to, or is higher than the minimum of the salary scale attached to the Job Group to which he is promoted, the salary on promotion shall be determined in accordance with the rules set out below:
 - (i) If on the day preceding the effective date of promotion the employee had not attained the maximum salary of the salary scale attached to former Job Group and had served for less than one year, the employee shall enter the salary scale attached to the new Job Group at the next point above his current salary on the effective date of promotion.
 - (ii) If on the day preceding the effective date of promotion the employee had attained the maximum salary of the salary scale attached to former Job Group and had served for less than one year, the employee shall enter the salary scale attached to the new Job Group at the next point above his current salary on the effective date of promotion.

- (iii) If on the day preceding the effective date of promotion the employee had attained the maximum salary of the salary scale attached to former Job Group and had served for more than one year but less than three years, the employee shall enter the salary scale attached to the new Job Group at two points above his current salary on the effective date of promotion.
- (iv) If on the day preceding the effective date of promotion the employee had attained the maximum salary of the salary scale attached to former Job Group and had served for three or more years, the employee shall enter the salary scale attached to the new Job Group at three points above his current salary on the effective date of promotion.
- d). The effective date of promotion will be when the case is deliberated and approved by the Director or the Board of Management as the case may be.

6.3 Annual Salary Increment

- a). KEFRI shall grant its employees an annual increase in salary by a specified amount subject to satisfactory performance and provided the maximum salary point of the Job Group is not exceeded.
- b). There shall be four incremental dates in a year namely, 1st January, 1st April, 1st July and 1st October. Incremental dates for newly appointed or promoted employees shall be determined as follows:
 - (i) Where the anniversary of the date on which an employee is appointed or promoted falls on any date within the first half of any quarter up to and including the 15th day of the mid-month, the incremental date shall be the first day of the quarter.
 - (ii) Where the anniversary of the date on which an employee is appointed or promoted falls on any date within the second half of any quarter, the incremental date shall be the first day of the succeeding quarter.

6.4 Salary Increment on Unpaid Leave

An employee on unpaid leave will not earn salary increment until he resumes duty. The employee's incremental date shall be recomputed by taking into account the date the officer has resumed duty.

6.5 Incremental Credit on First Appointment

An employee on first appointment shall enter at the minimum point of the appropriate salary scale. However, incremental credit may be granted to the employee for previous relevant experience subject to the maximum of the salary scale not being exceeded,

and provided that the experience is acquired after obtaining the basic prescribed qualifications for the post held by the officer.

6.6 Incremental Credit on Graduation

An employee who attains Masters or Doctorate degree in a relevant field from a recognized university shall qualify for two and three increments respectively with effect from the date of graduation provided that the employee does not exceed the maximum salary in his current grade.

6.7 Incremental Credit for Exemplary Service

The Board of Management may award incremental credit(s) to an officer for exemplary performance on the recommendation of the Director.

6.8 Deductions from Salaries

- a). An employee who owes the Institute shall be required to refund the amount failure to which it shall be deducted from the salary.
- b). The Director shall deduct from the salary of an employee:
 - (i) Any amount the deduction of which is authorized by any written law in force;
 - (ii) Any amount due as a contribution to a provident fund or pension scheme or any other scheme approved by the Board of Management;
 - (iii) Any amount due to damage, misuse or loss of the property of the Institute occasioned by deliberate act of an employee or indebtedness to the Institute;
 - (iv) Any other deductions resulting from court order;
 - (v) Any amount erroneously paid to an employee; and
 - (vi) Any loan repayment as advised by both the employee and respective bank or any other lending institution.

6.9 Minimum Net Salary after Deduction

An employee shall maintain a minimum of one-third of his basic salary after all deductions.

SECTION 7

7.0 Rules of Conduct

7.1 Hours of Work

- a). Working hours in all KEFRI stations shall be as per the Government working regulations applicable in the respective areas. These regulations shall be communicated to staff by Head of Human Resource Division; and
- b). Where for unseen circumstances an employee is unable to report on duty, it is incumbent upon the employee to inform the supervisor.

7.2 Employees Obligations

- a). All employees shall conduct themselves in a manner befitting their status as public servants and shall avoid any kind of actions that may compromise their integrity.
- b). All employees shall exercise discretion regarding any information known to them by virtue of their official position. This obligation is binding even after leaving employment of the Institute.

7.3 Conflict of Interest

- a). Where an employee has an opportunity to deal with any matter involving business concern where he holds financial interest he shall disclose such interest to the Director. However, holding shares in a public company shall not constitute a financial interest unless such holding entitles one to assume control of the company.
- b). All employees shall be required to observe the provision of laws of Kenya for prevention of corruption in the performance of their duties and shall not accept any gift or favour or give the same to a person or organization to receive favour.
- c). An employee shall not accept remuneration from any other organization, without prior authority from the Director.
- d). All rights including property rights and copyrights in any work, invention or scientific discovery developed while in the service of the Institute by employees shall be handled as per relevant laws of Kenya.

7.4 Offences Warranting Disciplinary Action

Disciplinary action shall be taken against any employee for gross misconduct such as:

- a). Serious offences
 - (i) Conviction of serious criminal offenses;
 - (ii) Willful neglect or carelessness in performing any work which was the duty of the employee to have performed carefully and properly;
 - (iii) Refusal to obey any lawful and proper command issued by the Director or his duly authorized representative;
 - (iv) Dishonesty or misconduct prejudicial to the standing of the Institute;
 - (v) Misappropriation of the Institute's funds; and
 - (vi) Corruption.

- b). Minor offences
 - (i) Absence from duty for a period exceeding 48 hours without permission or reasonable cause;
 - (ii) Drunkenness while on duty;
 - (iii) Serious pecuniary embarrassment; and
 - (iv) Canvassing.

7.5 Disciplinary Measures

- a). The Director may impose the following disciplinary measures on an employee who commits a serious or minor offence. However the Board of Management shall determine dismissal or termination of service.
 - (i) Demotion;
 - (ii) Reduction of salary;
 - (iii) Stoppage of increment;
 - (iv) Deferment of increment;
 - (v) Warning including severe reprimand;
 - (vi) Surcharge for the loss;
 - (vii) Stoppage of salary;
 - (viii) Termination of service;
 - (ix) Dismissal;
 - (x) Interdiction; and
 - (xi) Suspension.

7.6 Interdiction and Suspension

- a). The Director may interdict or suspend any employee for a serious offence provided he is satisfied that it is in the interest of the Institute that an employee should cease

forthwith to exercise the powers and functions of his office pending consideration of his case by relevant committee.

- b). An employee should not be on suspension or interdiction for more than six months. However, if a case is in court the period may be longer.
- c). During the period of interdiction or suspension, an employee shall not leave his duty station without written permission of the Director.
- d). While under interdiction, an employee shall be paid not less than one-half of his basic salary.
- e). An employee on suspension will not be entitled to any salary. However, in case of hardship and on request, such an employee may be granted Alimentary Allowance determined by relevant committee.
- f). Where an officer is interdicted or suspended but not ultimately dismissed, the decision to refund the withheld salary shall be made by the relevant committee.

7.7 Disciplinary Procedures

- a). Serious offences
 - (i) Disciplinary measures will be taken against an employee for serious offence(s) or on repetition of the same.
 - (ii) Where the Director considers it necessary to institute disciplinary proceedings against an employee, the Director shall forward to the employee a statement of the charges against the employee and shall invite the employee to state in writing grounds the employee will rely on to exculpate himself.
 - (iii) If an employee has not exculpated himself, the case shall be referred to the relevant Committee for disciplinary measures.
 - (iv) An employee on whom any punishment is meted by the Staff Advisory Committees has a right to appeal to the Board of Management against the Committees' decision. The appeal shall be lodged within fourteen (14) days after the decision is communicated to him.
- b). Minor Offences
 - (i) Minor offences shall be dealt with on their first occurrence by the immediate supervisor through an informal oral warning or reprimand.
 - (ii) Where the facts of the case call for action beyond informal oral warning or reprimand, the Centre Director/Head of Division shall consider the matter. The employee concerned shall be given an opportunity to state his case.

- (iii) If the case has merit, the employee shall be given a formal oral or written warning or reprimand, which shall be in record. The employee shall be told of the nature of the offense, the improvement necessary, and the likely consequences of repetition.

7.8 Benefits on Dismissal

An employee who is summarily dismissed shall be entitled to both the employer and employee pension contributions as per Retirement Benefits Act.

7.9 Legal Proceedings

If criminal or civil suit is instituted against an employee as a result of an act done in the course of official duties the employee should inform the Director of the case as soon as possible. On considering the matter, the Director may apply to the Attorney General for the employee's defense. The cost and damage awarded against an employee may be met from Institute funds.

SECTION 8

8.0 Allowances

8.1 General Provisions

- a). Allowances, other than house allowance, are payable to members of staff in specific circumstances at such rates as may be determined by the Board of Management from time to time.
- b). These allowances are temporary and do not account for retirement benefits.
- c). The allowances shall be paid at the discretion of the Director and Board of Management as the case may be.

8.2 Remunerative Allowances

- a). Remunerative allowance is paid together with the employee's salary on a monthly basis.
- b). The Institute will pay the following Remunerative Allowances:
 - (i) Acting Allowance
 - (ii) Special Duty Allowance
 - (iii) Security Allowance
 - (iv) Clinical Allowance
 - (v) Hardship Allowance
 - (vi) Risk Allowance
 - (vii) Responsibility Allowance
 - (viii) Telephone Allowance
 - (ix) Commuter Allowance
 - (x) Entertainment Allowance
 - (xi) Medical Allowance

a). Acting Allowance

- (i) Acting Allowance shall be paid to an employee assigned duties of a higher post above the substantive appointment which has been temporarily vacated.
- (ii) The allowance shall be paid at the rate equivalent to the difference between the employee's current salary and the minimum salary of the Job Group assigned, provided such acting assignment shall be for a period of more than 30 days.
- (iii) Acting appointment shall not be allowed to posts in Job Group KEFRI 1 to KEFRI 4.
- (iv) An employee appointed to act in a higher post shall be eligible for the duration of the acting appointment for traveling privileges, accommodation allowance and

other privileges at the rates applicable to the higher post. This privilege excludes house and leave allowances.

b). Special Duty Allowance

- (i) When an employee is called upon to perform duties of a grade above the one an employee is substantively serving, and the employee would not otherwise qualify for promotion to that position if it was advertised, a Special Duty Allowance shall be paid.
- (ii) The amount of Special Duty Allowance payable in each case shall not exceed two-thirds of the difference between an employee's substantive basic salary and that of the higher Job Group.

c). Security Allowance

- (i) Security Allowance shall be paid to Clerical Officers in Secret Registry at the rate determined by the Board of Management.
- (ii) Security Allowance shall be paid to drivers, clerks and cashiers handling cash in transit on one time basis at the rates approved by Director from time to time.

d). Clinical Allowance

- (i) Clinical Allowance shall be paid to Clinical Officers and Nurses who are in full time employment of the Institute.
- (ii) The allowance shall be at a rate determined by the Board of Management.

e). Hardship Allowance

- (i) Hardship allowance shall be paid to staff deployed on full time basis to stations designated as hardship areas at a rate specified by the government regulations.
- (ii) Employees deployed temporarily to hardship areas for continuous periods of more than 30 days shall be eligible for hardship allowance for the duration of their deployment.

f). Risk Allowance

- (i) Risk allowance shall be paid to officers such as Seed Climbers, Security Guards and Clinic Staff, certified by the Health and Safety Committee to be exposed to radiation, physical or chemical hazards in the course of duty.
- (ii) Risk Allowance shall be paid at rates determined by the Board of Management.

g). Responsibility Allowance

- (i) The Director, Deputy Directors, Heads of Divisions, Programme Coordinators, Manager Corporate Affairs and Public Relations and Centre Directors work long hours during weekdays, weekends and public holidays.
- (ii) To compensate them for the extra input, a Responsibility Allowance shall be paid at a rate determined by the Board of Management.

h). Telephone Allowance

The Director, Deputy Directors, Programme Coordinators, Manager Corporate Affairs and Public Relations Affairs, Heads of Divisions, Centre Directors, Deputy Centre Directors and Heads of selected Sections shall be paid Telephone Allowance at rates determined by the Board of Management.

i). Commuter Allowance

Commuter allowance shall be paid on monthly basis to all employees based on the rates approved by the Board of Management.

j). Entertainment Allowance

The Director, Deputy Directors, Programme Coordinators, Manager Corporate Affairs and Public Relations, Heads of Divisions, Centre Directors and Deputy Centre Directors shall be paid a non-accountable monthly Entertainment Allowance at rates determined by the Board of Management.

k). Medical Allowance

All employees shall be paid a non-accountable monthly medical allowance at rates determined by the Board of Management.

8.3 Reimbursable Allowances

- a). A Reimbursable Allowance is paid to an employee after incurring the expenditure.
- b). The Institute will pay Reimbursable Allowances to deserving employees as follows:
 - (i) Accommodation Allowance
 - (ii) Subsistence Allowance
 - (iii) Motor Vehicle Allowance

- (iv) Bicycle Allowance
- (v) Transfer Allowance
- (vi) Extraneous Allowance
- (vii) Resource Persons Allowance
- (viii) Leave Allowance
- (ix) Meal Allowance
- (x) Uniform Allowance
- (xi) Retreat Allowance
- (xii) Honorarium Allowance

a). Accommodation Allowance

An employee who is away from his duty station on official duty or medical treatment on referral by a medical practitioner and is required to stay overnight shall be eligible for Accommodation Allowance. The rates payable shall be determined by the Board of Management. The employee on treatment shall be required to produce a doctor's report on return.

b). Subsistence Allowance

- (i) An employee travelling on duty outside Kenya will be granted subsistence allowance at the daily rates determined by the Board of Management.
- (ii) Subsistence Allowance is meant to meet the cost of accommodation, meals, service charges, transit and traveling expenses incurred from the airport of disembarkation. Airport charges, vaccination fees and visa charges will be refunded by the Institute.
- (iii) Where an officer's traveling and accommodation expenses are fully met by a sponsor, a residual allowance of one quarter (1/4) of the standard rate of subsistence allowance will be paid to him by the Institute for incidental expenses.
- (iv) Where only accommodation expenses are provided by the sponsor, Subsistence Allowance will be paid at three quarters (3/4) of the standard rate. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of Subsistence Allowance, the officer may claim the difference from the Institute.

c). Motor Vehicle Allowance

- (i) An employee with permission of the Director can use own or hired motor vehicle when traveling on duty and be paid Motor Vehicle Allowance at a rate determined by the Board of Management.

(ii) Motor Vehicle Allowance shall be limited to the distance by the most direct route.

d). Bicycle Allowance

An employee whose duties entail frequent traveling within the duty station may be permitted by the Director to use own bicycle and be paid monthly Bicycle Allowance at a rate determined by the Board of Management.

e). Transfer Allowance

An employee transferred to another station shall be paid Transfer Allowance equivalent to one month's Basic Salary 3 days prior to departure to the new station except when transfer is on own request.

f). Extraneous Allowance

Extraneous Allowance will be paid to employees working in certain offices to compensate them for extraneous duties. Payment rates will be determined by the Board of Management.

g). Resource Persons Allowance

Where an employee is required out of his normal duties to lecture or facilitate at any official training of the Institute, he shall be eligible for Resource Persons Allowance at rates determined by the Board of Management.

h). Leave Allowance

An employee shall be paid Leave Allowance once in a calendar year at the rate determined by the Board of Management.

i). Meal Allowance

If an employee is on official duty away from the duty station during breakfast, lunch and supper time, he may claim respective Meal Allowance at the rate approved by the Board of Management. An employee wishing to claim Meal Allowance under any other circumstance may request permission from the Director.

j). Uniform Allowance

Nursing Officers will be provided with Uniform Allowance annually at a rate determined by the Board of Management.

k). Retreat Allowance

Employees called upon to participate in retreats for special assignments, which are meant to review and produce important documents may be paid a Retreat Allowance at a rate determined by the Board of Management.

l). Honorarium Allowance

An employee assigned specific tasks above normal duties shall be paid an Honorarium Allowance at a rate approved by the Board of Management.

SECTION 9

9.0 Staff Training and Development

9.1 Training and Career Development Policy

- a). The Institute recognizes the need for training and development for its employees.
- b). The Institute will offer training opportunities to its employees in order to equip them with the necessary skills.
- c). The Institute shall strengthen its in-house training programmes to cater for staff development.
- d). Staff will also be encouraged to undertake self-development courses by granting of study leave and time-off.

9.2 Training Needs Assessment

- a). The objectives of training needs assessment shall be to identify gaps and to recommend policy intervention.
- b). The Institute will undertake a Training Needs Assessment after every 5 years.
- c). Training Advisory Committee shall be constituted by the Director to ensure the training policy is implemented.

9.3 Annual Training Programme

Arising from the training needs assessment:

- a). The Human Resource Division shall analyze and consolidate the training plans. These shall be reviewed by the Training Advisory Committee, which shall prioritize all training needs and agree on the training activities to be carried out in subsequent year.
- b). The Training Advisory Committee shall determine the maximum number of staff that may be released at a time without such release impacting adversely on work performance in the respective departments, sections or stations of deployment.

9.4 Categories of Training Courses

- a). Short courses refer to any course held in or out of the country for up to 6 months.
- b). Long courses refer to any course held in or out of the country for over 6 months..

9.5 General Conditions and Guidelines

The following conditions will apply to requests for training:

- a). The course must be relevant to the nature of the employee's duties;
- b). The employee must not be subject of any disciplinary proceedings;
- c). Admission must be from a recognized institution; and
- d). The employee must have completed his probationary period.

9.6 Training Courses

An employee may be nominated for available courses sponsored by the Institute, the Government or any other sponsor. The following conditions will apply to employees attending approved courses:

- a). The employee will be deemed to be traveling on duty and shall be granted travelling expenses while traveling to and from the training institution;
- b). An employee will be eligible for annual increment if the study period is longer than one year;
- c). During the period of study an employee shall be subject to the Terms and Conditions of Service;
- d). An employee on a sponsored course lasting more than four weeks shall contribute 10% and 20% of his Basic Salary as Training Levy for courses in and out of the country respectively; and
- e). An employee shall resume duty immediately upon completion of the course.

9.7 Self-sponsored Training

The Institute may consider granting study leave for a self-funded course that has been initiated by an employee provided that the course is relevant to his duties.

9.8 Part Time Courses

- a). Time-off will be allowed to enable employees attend part-time courses held during working days subject to the exigencies of work at the Institute.
- b). Time-off duty will also be allowed to enable employees to take the examinations arising from the courses.
- c). An employee will be required to provide adequate documentary evidence, including course schedule to support time-off requests for study and examinations. The time-off request must be submitted through the supervisor.

9.9 Examinations Period

An employee pursuing an approved course may be granted up to seven (7) days per year to prepare for examinations and time-off during examination period. The leave should be applied for at least two weeks before the commencement of the examination.

9.10 Bonding of Employee

An employee who is sponsored by the Institute, GoK or Donor shall be required to enter into a formal agreement binding him to remain in the service, after the completion of his training for a minimum period of three (3) years failure to which he pays the Institute the cost incurred for his training.

SECTION 10

10.0 Employee Performance Management and Performance Appraisal

10.1 Purpose

Performance appraisal is a regular and systematic evaluation of an employee's performance. The ultimate purpose of staff performance appraisal is to determine whether an employee is meeting their performance targets. Performance appraisal may also reveal gaps in skills and competences and the necessary remedial action.

10.2 Principles of Performance Appraisal

- a). The Institute is obligated to provide an enabling environment for the employees to achieve targets.
- b). All employees will be appraised at least once in every financial year against the agreed targets.
- c). Every new employee shall have his performance formally appraised over the probation period.
- d). It is the responsibility of the Human Resource Division to initiate and coordinate the process.
- e). The KEFRI Performance Appraisal Form will be the tool to measure and evaluate performance.
- f). It is the responsibility of a supervisor to ensure that those serving under him are advised on their shortcomings and supported to overcome them.

10.3 Performance Targets

- a). Employees will be actively involved in the formulation of their performance targets.
- b). At the beginning of each financial year, a supervisor together with the respective employee will set Specific, Measurable, Achievable, Realistic and Time-bound (SMART) targets to be achieved by the employee within the year using the Performance Appraisal Form.

10.4 Conducting of Performance Appraisal

- a). At the end of the financial year, the supervisor shall evaluate the performance of the employee using the Performance Appraisal Form.
- b). Appraisal shall commence with the immediate supervisor and the employee completing the Performance Appraisal Form in a participatory manner.

- c). Any disagreements during the evaluation shall be recorded on the Performance Appraisal Form before the employee and the supervisor sign the report.
- d). Completed Performance Appraisal Forms will be returned to the Human Resource Division for processing after endorsement by the Head of Department/Programme/ Division.
- e). The Human Resource Division will follow-up on all outstanding Performance Appraisal Forms.
- f). Human Resource Division shall table the appraisal forms to the relevant committee.
- g). Officers recommended for promotion and/ or incremental credits shall be forwarded to the relevant authority for approval.

10.5 Monitoring and Evaluation

- a). KEFRI regards monitoring and evaluation as a continuous process with the main objective of gauging performance of the employee in the course of the year.
- b). Supervisors are required to mentor and motivate the employee at all times.
- c). An employee should be assisted by the immediate supervisor to overcome an identified weakness to improve work performance.
- d). Whenever an employee's performance is outstanding he should be encouraged and commended by the supervisor.
- e). Extreme cases of weakness and outstanding performance shall be recorded and filed in the employee's file.

10.6 Feedback on Appraisal

All feedback on appraisal shall be done in writing.

a). Unsatisfactory Performance

If an employee's performance is found unsatisfactory during appraisal, the following steps will be taken:

- (i) The employee will be informed of any shortfalls in his performance and be advised to improve.
- (ii) Remedial measures shall be agreed upon to improve performance.
- (iii) If the employee's performance still fails to improve after the remedial measures, action will be taken which may include termination of employment.

b). Outstanding performance

- (i) The Director shall appoint an Awards Committee which will be responsible for recommending annual awards for employees with outstanding performance.
- (ii) Performance will be rewarded in various ways such as promotion, study tour and cash award.

SECTION 11

11.0 Housing

11.1 Allocation of Institutional Quarters

- a). All employees are eligible for allocation of Institutional quarters, if available;
- b). House rent will be paid monthly through check-off system; and
- c). An employee shall be given occupancy regulations on entering Institutional quarters.

11.2 Maintenance of Institutional Quarters

An employee who is allocated institutional quarters shall be responsible for its maintenance in terms of cleanliness, fittings, fixtures and the compound. The employee shall also be held liable to make good any damage or dilapidation to the premises due to negligence.

11.3 Inspection of Institutional Quarters

- a). The Institute's Maintenance Officer shall undertake annual inspection of quarters.
- b). The Maintenance Officer shall in addition inspect quarters one month before they are vacated by an employee to ascertain their condition.
- c). If it is established that any property has been deliberately or wantonly misused or neglected, the occupant shall be liable to meet the cost of putting the quarters and grounds into habitable conditions.

11.4 Vacation of Institutional Quarters on Resignation

- a). An employee resigning from the service of the Institute shall be required to vacate the institutional quarters by the last day of employment in the Institute.
- b). Where circumstances may not allow immediate vacation, the employee may be allowed by the Director to continue occupying the quarters for not more than three months.
- c). In exceptional cases the Director may allow the occupancy of institutional quarters for more than 3 months.

11.5 Vacation of Institutional Quarters on Transfer, Retirement and Bereavement

- a). Where an employee is transferred to another station and due to circumstances beyond his control is unable to vacate Institutional quarters, the family may continue to occupy institutional quarters at the former station provided that the employee is not housed in his new station.
- b). A retired employee will be allowed to retain institutional quarters for up to 3 months after retirement.
- c). The family of a deceased employee may be allowed to continue occupying the institutional quarters for a maximum of 1 year, provided rent is paid.

SECTION 12

12.0 Leave

12.1 Introduction

- a). Leave will be granted subject to exigencies of work. All staff will nevertheless be expected to take a leave break at least once a year. There may however, be circumstances where employees cannot be released to take leave within the year. In such cases, leave cancellation or deferment shall be approved by the Director.
- b). Where an employee is recalled from leave, the days due shall be credited to his leave balance.
- c). An employee should apply for Annual Leave at least 10 days before due date.
- d). Any employee who proceeds on leave before approval is granted shall be deemed to be absent from duty without permission and subsequently liable for disciplinary action.

12.2 Accumulation of Leave

- a). Accumulation of leave is discouraged. Officers-in-Charge shall prepare annual leave rosters to allow each employee time for Annual Leave.
- b). Annual Leave is not cumulative and shall be taken within the calendar year. However, an employee may carry forward from one leave year to another not more than one half (1/2) of his Annual Leave entitlement.
- c). Where exigencies of work prevent an employee from utilizing his annual leave, the Officer-in-Charge shall notify the Director in writing explaining why the employee was unable to take leave. If the reason(s) given are justifiable, the employee will be allowed to carry forward the outstanding leave in excess of one-half (1/2) of his entitlement. Where there is no justification for, or notification of leave deferment, then such leave shall be forfeited.
- d). Where authority to carry forward leave has been granted, such leave must be utilized in the subsequent year or be forfeited.
- e). In exceptional cases where leave is accumulated due to exigencies of work and is duly authorized by the Director, the same may be commuted for cash in that year.

12.3 Computation of leave days for cash

Annual leave may be commuted for cash in exceptional cases with the approval by the Director using the following formula:

Gross Salary(GS) divided by thirty (30) days then Multiply by the Pending Leave Days (LD).

$$\frac{GS \times LD}{30} = \text{CASH DUE TO THE EMPLOYEE}$$

12.4 Public Holidays

- a). The Institute shall recognize all gazetted public holidays and any others that may be proclaimed by the government.
- b). Employees who are retained on duty on public holidays will be paid Extraneous Allowance.

12.5 Annual Leave

- a). All employees shall be eligible for 30 days Annual Leave in a Calendar year, which excludes Saturdays, Sundays and Public Holidays.
- b). Newly appointed employees shall be required to complete a minimum of three months before qualifying for Annual Leave.
- c). Leave shall be subject to the exigencies of the service, which may require that an employee take leave during the period designated by the Director. However, personal circumstances and preference of an individual employee shall, where possible be taken into consideration.
- d). An employee may take Annual Leave at any time during the year but shall not be eligible for such leave if not returning for a further service for at least three months.
- e). An employee proceeding on Annual Leave of more than one-half of the Annual Leave entitlement may be paid salary for the month in which leave is taken at least three days before departure from the duty station.

12.6 Sick Leave

- a). An employee absent from duty on account of illness shall be required to produce a medical certificate.
- b). An employee may be granted Sick Leave immediately after illness based on the recommendation by a Medical Officer. The medical certificate shall indicate where the leave shall be spent. Traveling privileges shall be granted to the employee.
- c). Sick Leave shall be subject to the maximum indicated below:

- (i) Employees serving on Permanent or Contract Terms up to three months on full salary followed by three months on half salary in a leave year.
- d). Sick Leave may be authorized by a Medical Officer as follows:
 - (i) Clinical Officers in charge of a health centre – up to 4 days.
 - (ii) Private Medical Practitioner – up to 7 days.
 - (iii) Medical Consultant – up to 21 days
- e). Should it be necessary to grant extension of Sick Leave, the case shall be referred to a Medical Officer for a report.
- f). Sick Leave shall not be granted while an employee is on Annual Leave. However, if an employee continues to be sick after the expiry of the Annual Leave, he shall be granted Sick Leave.

12.7 Maternity Leave

- a). A female employee due to give birth or has given birth shall be granted ninety (90) working days Maternity Leave with pay during a Calendar year. The employee shall also enjoy her Annual Leave entitlement for the Calendar year in which Maternity Leave commences.
- b). Maternity leave may be taken approximately one month before the expected date of confinement.
- c). Application for Maternity Leave must be supported by a Medical Certificate indicating the date on which the leave shall commence.

12.8 Paternity Leave

An employee will be eligible for Paternity Leave with full pay of 14 days including weekends and public holidays during the period of the spouse's Maternity Leave.

12.9 Unpaid Leave

- a). Unpaid Leave may be granted to an employee by the Director on grounds of urgent private matters, in cases of exceptional hardship and on compassionate grounds. This leave shall not be increment earning and the incremental date shall be adjusted accordingly.
- b). The Board of Management may consider granting Unpaid Leave to an employee who has served the Institute for at least 3 years and taking up employment in an institution carrying out forestry activities. The leave shall be up to 3 years. However, on exceptional cases it may be extended for another maximum period of 3 years.

- c). Such leave should only be granted on condition that it does not hinder promotion of another employee.
- d). An employee taking Unpaid Leave will be required to pay their pension contribution to avoid losing pension benefits for the period of such leave.
- e). An employee on Unpaid Leave may be evaluated for promotion if they so wish. However, they will be expected to report on duty if promoted.
- f). While on Unpaid Leave, an employee will not be covered by the Institute's Insurance Scheme and shall not be entitled to House Allowance and Annual Salary Increment.

12.10 Terminal Leave

- a). An employee proceeding for retirement shall qualify for 3 months Terminal Leave.
- b). Annual Leave shall not be taken as a Terminal Leave on retirement, termination of appointment or contract. However, this regulation shall not apply to Annual Leave brought forward from the previous year.

12.11 Leave for Contract Employment

Where contract employment is terminated, an employee shall be entitled on the completion of two or more consecutive months of service to 2 days of Leave with full salary, in respect of each completed month.

12.12 Sabbatical Leave

- a). Employees serving on Permanent and Pensionable Terms shall be eligible for Sabbatical Leave for professional experience. Such leave shall be granted after completion of three years of continuous service with the Institute, from the date of appointment or since return from another Sabbatical or Study Leave.
- b). The Board of Management shall approve the leave.
- c). Sabbatical Leave shall not exceed 12 months at any one time.
- d). An employee on Sabbatical Leave shall be paid full salary during the period of such leave.
- e). An employee on Sabbatical Leave shall not be entitled to annual leave for the same year.
- f). An employee reporting from Sabbatical Leave will be required to submit a written report.

12.13 Study Leave

- a). The Board of Management may grant an employee Study Leave of such duration as it may be determine based on the type of studies the employee is expected to undertake.
- b). An employee on full time Study Leave outside the country shall receive 80% of the salary for the duration of such leave.
- c). An employee on Study Leave within the country shall receive 90% salary for the duration of such leave.
- d). An employee on Study Leave shall not be entitled to Annual Leave for the same period.
- e). An employee on Study Leave must submit training progress reports to the Director as stipulated in the training policy document.
- f). An employee on Study Leave shall report for duty within one month of completion of study.
- g). An employee returning from Study Leave must serve the Institute for a minimum period of 3 (three) years.

12.14 Compassionate Leave

The Director may grant Compassionate Leave to an employee when circumstances so warrant, provided such Compassionate Leave shall not exceed 15 days in a year. However, Compassionate Leave may only be granted where an employee has exhausted the Annual Leave days.

SECTION 13

13.0 Transport

13.1 Eligibility to Free Transport

- a). For the purpose of this Manual, “free transport” means transport at the expense of the Institute by rail, or by bus or KEFRI motor vehicles.
- b). Free transport shall be provided within Kenya as follows:
 - (i) On official duties; the employee.
 - (ii) On the employee’s first appointment, transfer, retirement or end of employment contract of more than 3 years; the employee accompanied by spouse, unmarried children under the age of 22 years and unmarried children under the age of 24 years in college and dependant on the employee. Transport for luggage will also be provided.
 - (iii) On approved medical treatment including Sick Leave; the employee, spouse, unmarried children under the age of 22 years and unmarried children under the age of 24 years in college and dependant on the employee.
 - (iv) On termination of appointment; the employee, spouse, unmarried children under the age of 22 years and unmarried children under the age of 24 years in college and dependant on the employee provided such transport is claimed and taken within two months of cessation of duty. However, this privilege shall not apply to an employee who resigns or is dismissed for misconduct.
 - (v) For a deceased employee, spouse, unmarried children under the age of 22 years and unmarried children under the age of 24 years in college and dependant on the employee.
 - (vi) Any other circumstances which in the opinion of the Director constitute reasonable expenditure; the employee , spouse, unmarried children under the age of 22 years, and unmarried children under the age of 24 years in college and dependant on the employee.

13.2 Use of Own Motor Vehicle

If the Institute’s official transport is not available when traveling on official duty, an employee may seek permission from the Director or his duly authorized representative to use own motor vehicle. However, permission shall be granted where the use of a personal vehicle is economical and in the best interest of the Institute.

13.3 Use of Pooled Transport

Where possible, employees shall pool transport.

13.4 Traveling by Air

Employees will use air transport if it is more economical or in matters of emergency or urgency.

13.5 Reimbursement of Taxi Fares

When traveling on official duty, an employee may be refunded the cost of taxi fares at standard rates provided official transport is not available.

13.6 Traveling for Medical Treatment

Free transport may be provided to an employee to seek treatment which is not available at the duty station. The concerned employee shall be required to report to the immediate Supervisor and the Director that the necessary medical attention has been received. Free transport may also be granted to an employee's spouse and eligible children.

13.7 Transport on Bereavement

The institute shall provide free transport for a diseased employee, the spouse and children aged 22 years or 24 years if in college and dependant on the employee, to the place of interment.

13.8 Transport of Heavy Baggage

- a). Where the Institute's transport is not available, an employee on first appointment, transfer, retirement, termination of appointment or at the expiry of a contract of more than 3 years, may be permitted to use public road transport or railway or hire transport for conveyance of baggage up to seven metric tons and be reimbursed.
- b). An employee returning from official duties outside the country may also be permitted to transport his baggage by ship, provided the luggage does not exceed 500 kg.

SECTION 14

14.0 Health, Safety and Environment

- a). The Director shall ensure the safety, health and welfare at work of all persons in a clean environment within the Institute's jurisdiction.
- b). The Institute is committed to ensure the health and safety of its employees, contractors, suppliers and visitors and a clean environment.

14.1 Health, Safety and Environment Objectives

The Institute's objectives on health and safety of its employees, contractors' suppliers and visitors are:

- a). Prevent personal injury or damage to health of employees and other persons involved in its operations;
- b). Maintain healthy and safe working conditions;
- c). Observe safety in all of its operations;
- d). Prevent damage to Institute property and
- e). Maintain international accreditation in environmental management systems (ISO 14001: 2004 Standard).

14.2 The Institute's Commitment

The Institute will adhere to the Occupational Health and Safety Act 2007 and the Environmental Management Systems (ISO 14001: 2004 Standard) and will thus:

- a). Provide, operate and maintain safe systems of work, building services and ensure they present no risk to the health of persons on its premises;
- b). Provide safe methods of handling and provide documentation on the hazards of substances on its premises;
- c). Ensure that adequate provision is made for fire prevention, control and prepare plans to limit adverse consequences of any breakdown in preventive measures;
- d). Ensure that all employees are aware of and act responsibly for their health and safety and ensure visitors, suppliers and contractors do the same;
- e). Monitor and advise all on relevant aspects of Occupational Health and Safety at work;
- f). Obtain and disseminate specialist advice and support concerning personal injury or damage to health at work;
- g). Consider, and where appropriate, make recommendation in respect of process, to meet acceptable safety and environment criteria; and

- h). Analyse and report compliance with occupational health and safety at work policy.

14.3 Responsibility for Safety, Health and Environment

a). Employees responsibilities

All employees must:

- (i) Work in accordance to the general procedures of KEFRI documented by each department
- (ii) Take reasonable care for their own work environmental, health and safety;
- (iii) Consider the safety of other persons who may be affected by their own acts or omissions;
- (iv) Not interfere with, or misuse anything provided in the interest of the environment, health and safety;
- (v) Work in accordance with information, instructions, procedures and training provided;
- (vi) Always use provided personal protective equipment correctly, and maintain them in a satisfactory condition at all times;
- (vii) Report to their supervisors immediately all incidences of unsafe conditions, accidents and work related injuries and have these documented and improvements provided;
- (viii) Not compromise on quality, cause injury, ill health, loss or environmental damage;
- (ix) Participate as needed in exposure hazards measurement programs; and
- (x) Participate as needed in safety training programs.

b). Heads of Division and Centre Directors Responsibilities

Heads of Division and Centre Directors will be responsible for implementing applicable policies and directives and taking other actions as required to enable employees and operations they supervise comply with applicable requirements. This includes taking positive action to determine and to reduce to as low as reasonable, the accidents and incidents associated with their work, instructing employees on safe work methods, keeping the individual performing the specific tasks appraised of the most current procedure and trained in its implementation and ensuring that they perform their work according to requirements.

c). The Director's responsibilities

The Director:

- (i) Will be ultimately responsible for establishing and maintaining Health and Safety Programmes and a system for assessing safety performance.
- (ii) Shall establish a Safety and Health Committee
- (iii) Ensure that KEFRI Environmental Management System is maintained.

14.4 First Aid

The Institute is committed to appointing, training and maintaining a sufficient number of employees as First Aiders to deal with accidents and injuries occurring at the workplace. First Aiders will have sufficient training and qualifications in accordance with statutory requirements. The Institute will also provide information and training on first aid to employees to ensure statutory requirements and needs of the Institute are met.

14.5 Accidents and Incidents

The Institute advocates that the key element in avoiding accidents is the commitment and leadership displayed through personal behaviour and attitude. All members of staff must give safety a priority at all times. This policy covers reporting and recording procedures for the employees and non-employees. Suitable information, instructions and procedures shall be given to all employees regarding accident and 'near miss' reporting.

Administration Division will be responsible for co-ordination of all accident and incident reporting.

14.6 Emergency Preparedness and Response

- a). It is the intention of Institute to ensure that any risk arising from work activities are eliminated or reduced to a minimum.
- b). The Institute will avail emergency procedures to ensure injury and damage are avoided in the event of such an accident.
- c). The heads of departments and divisions are responsible for ensuring that all employees and visitors within their areas are informed, and are fully conversant with emergency procedures.
- d). Any concern employees may have regarding the Institute's emergency procedures shall be reported to the Head, Administration.

- e). The Institute shall review the emergency preparedness and response plans and procedures, in particular, after the occurrence of incidents or emergency situations.

14.7 Safety, Health and Environmental Policy Statements

The Institute shall prepare, review and revise Safety, Health and Environmental Policy Statements and communicate the same to all employees and the public.

SECTION 15

15.0 Advances

15.1 Salary

a). Salary Advance

- (i) A Salary Advance of up to one month's basic salary may be granted to an employee by the Director subject to availability of funds when an employee is in a difficult financial position. In applying for the advance, the employee shall explain the circumstances.
- (ii) A Salary Advance in excess of one month's salary may be granted by the Director in exceptional circumstances.
- (iii) An employee will be granted a Salary Advance once within 12 months and shall be fully recovered within the 12 months.

b). Salary in Advance

- (i) An employee may be paid one month's salary equivalent before the end of the month owing to unforeseen financial hardships.
- (ii) Such advance shall be recovered in full at the end of the same month.

c). Eligibility for Advances

Advances of salary may be made to an employee on Permanent Appointment including when on probation or Contract Appointment of more than 1 year.

d). Recovery of Salary Advance

- (i) Recovery of Salary Advance from employee by KEFRI shall be by installments of at least one-twelfth of the amount of the basic salary payable to the employee each month until the advance is liquidated.
- (ii) Salary Advance in excess of one month's salary may be recovered from employee by KEFRI in monthly installments at the discretion of the Director, provided that each monthly installment is not less than one-twelfth of the amount of the basic salary payable to the employee each month until the advance is liquidated.

15.2 Advances for Purchase of Bicycle

- a). An employee on Permanent or Contract Appointment may, on the recommendation of: Programme Coordinator, Head of Division, or Centre Director, be granted an advance by the Institute of a maximum of Kshs.6,000.00 for the purchase of a bicycle provided:
 - (i) That the duties of the employee necessitate the use of a bicycle; or the employee resides in an area in which public transport is inadequate.
 - (ii) The bicycle is available for inspection by the supervisor.
 - (iii) One advance shall be granted within a period of 12 months, except in deserving circumstances as may be determined by the Supervisor.
 - (iv) The advance will be payable in equal installments over a period not exceeding 12 months.

15.3 Advances for the Purchase of Refrigerators

- a). An employee posted to a hardship area may be granted an advance up to Kshs 50,000.00 for purchase of a refrigerator.
- b). The advance shall be recovered on monthly installments of up to 24 months.

SECTION 16

16.0 Medical Privileges

16.1 Out-patient Allowance

An employee on Permanent or Contract Appointment of more than 1 year shall be paid monthly Medical Allowance determined by the Board of Management.

16.2 In-patient Allowance

When an employee or a spouse, unmarried children under the age of 22 years and unmarried children under the age of 24 years in college and dependant on the employee obtains hospital treatment at a hospital registered by the National Hospital Insurance Fund, a refund shall be made by the Institute at a rate determined by Board of Management on production of receipts, net of National Hospital Insurance Fund (NHIF) refund.

16.3 Medical Ex-gratia

The Institute may pay Medical Ex-gratia to employees on Permanent or Contract Appointment of more than 1 year as approved by the Board of Management where the employee's financial circumstances are such that payment of medical expenses would impose considerable hardship to him. Ex-gratia apply to medical expenses for: employee or a spouse, unmarried children under the age of 22 years and unmarried children under the age of 24 years in college and dependant on the employee.

16.4 Medical Scheme

The Institute will operate a voluntary and contributory Medical Scheme. The Board of Management shall determine the level of contributions to the Scheme.

16.5 Group Personal Accident Insurance

- a). The Institute shall take a Group Personal Accident Insurance for compensation of injury or death to all employees on Permanent or Contract Appointment of more than 1 year. This insurance covers employees 24 hours whether the employee is on or off duty.
- b). If an employee dies or is injured the Officer-in-Charge shall report the incident to Human Resource Division within 48 (forty eight) hours.

- c). The following documents should be submitted to Human Resource Division to follow up insurance compensation:
- (i) Brief report of the incident;
 - (ii) Duly completed insurance claim form; and
 - (iii) Original medical bills incurred while treating the injured employee.

16.6 Benevolent Fund

The Institute may establish an optional employees' contributory benevolent fund to provide assistance in the event of death and illness. The amount will be determined from time to time by Director.

SECTION 17

17.0 Miscellaneous Provisions

17.1 Official Secrets Act

An employee who has accepted an offer of appointment shall be required to sign the Official Secrets Act on joining and leaving the employment.

17.2 Overtime

- a). An employee who works in excess of the required number of hours per day shall be allowed time off or Meal Allowance in lieu.
- b). Overtime hours must be taken within three months of accruing the overtime or be forfeited.

17.3 Mail, Telephone and Stationery

The Institute's mail, postage, telephone, and stationery shall be used for official purposes only. An employee found using these facilities for other uses will be surcharged.

17.4 Compensation for Loss or Damage to Personal Effects

KEFRI may pay employees for serious loss of personal property on ex-gratia basis

17.5 Bereavement

The Institute will provide the following towards funeral expenses for a deceased employee or spouse or unmarried children under the age of 22 years or unmarried children under the age of 24 years in college and dependant on the employee:

- a). Funeral grant of Kshs. 20,000.00 (Shillings twenty thousand only);
- b). Mortuary expenses for a maximum period of two (2) weeks;
- c). Transport for the body of the deceased to the place of burial;
- d). Transport of the spouse and the children of the deceased employee, immediate family, and KEFRI staff to the place of burial; and
- e). One advertisement each on radio and newspaper.

17.6 Transfer

- a). All transfers shall be coordinated by the Human Resource Division.
- b). When an officer is transferred from one duty station to another, he shall be paid Transfer Allowance 3 days prior to departure to the new station.
- c). If the transfer is at the request of the officer, Transfer Allowance will not be payable.
- d). Transfer Allowance will be equivalent to one month basic salary of the employee.
- e). The Institute will provide transport for the employee, spouse, unmarried children under the age of 22 years and unmarried children under the age of 24 years in college and dependant on the employee and luggage on transfer.

17.7 Retirement

An employee on Permanent Appointment may retire under the following conditions:

- i. Compulsory retirement on attaining 60 years for Support Staff or 65 years for Research Scientists.
- ii. Voluntary retirement on attaining 50 years. An officer will be required to give six (6) months notice to the Board of Management for approval.
- iii. Retirement in public interest.
- iv. Retirement on medical grounds.

17.8 Termination and Separation

- a). An employee who wishes to resign from appointment shall be required to give at least one month's notice or shall pay one month's basic salary in lieu of notice.
- b). The Board of Management may terminate the appointment of an employee on grounds of unproductivity and other disciplinary matters by giving him one month's notice or paying him one month's basic salary in lieu of notice.

17.9 Pension Scheme

The Institute shall put in a place a Contributory Pension Scheme for all members of staff on Permanent Appointment. The contributions shall be by way of monthly deductions from an employee's salary as outlined in the 'Staff Retirement Benefits Scheme Handbook'.

17.10 Gratuity

Where an employee is on Contract Appointment for more than 1 year, the Institute shall pay him in lieu thereof, gratuity at the rate of 31% of his basic salary. Such gratuity

shall not be payable where an employee voluntarily terminates appointment before expiry of the contract.

17.11 Insurance

The Institute shall take the following Insurance Covers:

- a). Group Life for employees on Permanent or Contract Appointment of more than 1 year.
- b). Work Injury Benefit for employees on Contract Appointment of less than 1 year.

17.12 Student Attachment and Internship

- a). Attachments and Internships are offered by the Institute to students in colleges and universities as a partial fulfillment of the requirements for the relevant academic programs.
- b). Human Resource Division shall coordinate the Attachments and Internships.
- c). Heads of Division, Program or Centre will be consulted on the availability of Attachment or Internship opportunities in their respective areas.
- d). An introduction letter from the students' parent institutions shall be required.
- e). Student Attachment will be offered for up to three months subject to availability of attachment opportunities.
- f). Internship will be offered for 6 months renewable for 6 months subject to availability of internship opportunities.
- g). Attachees and Interns shall not earn salary, leave, gratuity, medical or any other benefits entitled to KEFRI staff.
- h). Attachees and Interns will be required to sign indemnity forms and the Attachment/ Internship Code of Conduct.

SECTION 18

18.0 Review of the Manual

This manual will be reviewed every 5 years.

SECTION 19

19.0 References

- (1) Employment Act Cap. 226
- (2) Code of Regulations for Civil Servants (COR)
- (3) The Service Commissions Act Cap. 185
- (5) DPM Circulars
- (6) Retirement Benefits Act Cap. 197
- (7) Pensions Act CAP.189
- (8) Science and Technology Act Cap. 250
- (9) K.E.F.R.I. Terms and Conditions of Service 1999